

**COMBINED MEETING OF THE BUSINESS AFFAIRS AND  
EXECUTIVE COMMITTEES OF THE BOARD OF TRUSTEES  
Community College of Philadelphia  
Wednesday, July 7, 2021 – 9:00 A.M.**

**TO:** Business Affairs & Executive Committees of the Board of Trustees  
**FROM:** Jacob Eapen  
**DATE:** July 6, 2021  
**SUBJECT: Committee Meeting**

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A combined meeting of the Business Affairs and Executive Committees of the Board of Trustees will be held on **Wednesday, July 7, 2021 at 9:00 A.M.** The following is the Zoom information for the meeting:

**Topic: Combined Meeting of the Business Affairs and Executive Committees of the Board**  
**Time: Jul 7, 2021 09:00 AM Eastern Time (US and Canada)**  
**Join Zoom Meeting**  
<https://ccp.zoom.us/j/99835645770?pwd=Q1REaEFsUTVYK2FjYkIwUUpPc1hqUT09>  
**Meeting ID: 998 3564 5770**  
**Passcode: 913092**

**AGENDA**  
**PUBLIC SESSION**

**(1) Contract with Pennoni Associates, Inc. (Action Item):**

The College is proposing to contract with Pennoni Associates, Inc. to conduct HVAC and COVID-19 consulting services. The National Air Duct Cleaners Association (NADCA) and the American Society of Heating, Refrigerating, and Air-Conditioning Engineers (ASHRAE) are leading institutions which publish standards and guidelines related to indoor air quality and the built environment. ASHRAE has provided recommendations for reducing airborne infectious aerosol exposure that have been accepted by the CDC and WHO as industry standards in the pandemic response. ASHRAE recommends maintaining and operating the HVAC system as designed and commissioning the HVAC system to ensure proper function.

The scope of services and contract amounts shall include:

- Task 1 – Duct Cleaning Technical Specification Design and Bidding Services – Estimated \$25,000
- Task 2 – Duct Cleaning Services -Estimated \$1,952,500
- Task 3 – Oversight of Duct Cleaning – Estimated \$230,000
- Task 4 – HVAC Construction Inspections Estimated - \$125,000
- Task 5 – Air Flow Measurements – Estimated - \$30,000
- Task 6 – COVID Response Cleaning - \$24,000
- Task 7 – Ongoing COVID Consulting - \$60,000

Pennoni Associates, Inc., on behalf of the College, issued a bid for duct cleaning services. Pennoni received two bids from companies certified by the National Duct Cleaners Association: The bid from Environmental Control Services, Inc. was in the amount of \$4,633,231; and the bid from Aella Industries, Inc. was in the amount of \$1,775,000 (base bid \$1,525,000 plus \$250,000 for add alternatives). Pennoni has a mark-up of 10% on the bid for overhead and insurance which brings the total to \$1,952,500 for the lowest bid received from Aella Industries, Inc. for duct cleaning services. Please refer to Attachment A for the Pennoni Associates, Inc. Proposal.

The HEERF dollars will be utilized for all work related to HVAC. The HEERF regulations allows the College to use the funding for HVAC improvements.

The staff requests that the Business Affairs Committee and the Executive Committee of the Board of Trustees approve the contract with Pennoni Associates, Inc. for an amount not to exceed \$2,446,500. HEERF dollars will be utilized for the project services.

**(2) Next Meeting Date:**

The next regularly scheduled meeting of the Business Affairs Committee will be held on Wednesday, August 18<sup>th</sup> at 11:00 A.M. following the Executive Committee meeting of the Board of Trustees.

**JE/Im**

**cc:**

**Mr. Jeremiah White  
Dr. Donald Generals  
Mr. Gim Lim  
Ms. Marsia Henley  
Dr. Shannon Rooney  
Mr. Derrick Sawyer  
Mr. Tim Trzaska  
Mr. John T. Wiggins  
Victoria Zellers, Esq.**

**ATTACHMENT A**  
**Pennoni Associates, Inc. Proposal**



1900 Market Street  
Suite 300  
Philadelphia, PA 19103  
T: 215-222-3000  
F: 215-222-0591

[www.pennoni.com](http://www.pennoni.com)

July 6, 2021

**CCPHX21001**

Mr. Jacob Eapen  
Vice President for Business and Finance  
Community College of Philadelphia  
1700 Spring Garden Street, Room M2-6  
Philadelphia, PA 19130

**RE: COVID-19 AND HVAC CONSULTING SERVICES  
COMMUNITY COLLEGE OF PHILADELPHIA  
MAIN CAMPUS – 1700 SPRING GARDEN STREET  
PHILADELPHIA, PENNSYLVANIA 19130**

Dear Mr. Eapen:

Pennoni Associates, Inc. (Pennoni) has prepared this proposal for The Community College of Philadelphia (“Client”) to conduct HVAC and COVID-19 consulting services for the above referenced properties, hereinafter referred to as “subject property” or “site”. This proposal is based on our recent discussions/correspondences with your team and our ongoing work at the College.

Based on Pennoni’s current understanding of the project, Pennoni proposes the following Scope of Services:

**SCOPE OF SERVICES**

**TASK 1 – DUCT CLEANING TECHNICAL SPECIFICATION DESIGN AND BIDDING SERVICES**

**TASK 2 – DUCT CLEANING**

**TASK 3 – OVERSIGHT OF DUCT CLEANING**

**TASK 4 – HVAC CONSTRUCTION INSPECTIONS**

**TASK 5 – AIR FLOW MEASUREMENTS**

**TASK 6 – COVID REPOSE CLEANING**

**TASK 7 – ONGOING COVID CONSULTING**

**TASK 1 – DUCT CLEANING TECHNICAL SPECIFICATION DESIGN AND BIDDING SERVICES**

Pennoni will prepare a detailed written specification for duct cleaning in accordance with the NADCA 2021 ACR. Plans will be prepared that indicate the buildings scoped for cleaning, available duct work drawings, and show any special concerns and conditions that need to be addressed. Pennoni will use this specification as the basis for drafting bid documents. Pennoni will solicit a bid from NADCA certified contractors, evaluate contractor qualifications, evaluate contractor bids, and subcontract the duct cleaning services.

We will implement a multi-tasked approach for this project. The following major tasks will be completed:

- Task 1a – Prepare HVAC duct cleaning specifications*
- Task 1b – Prepare request for proposal package*
- Task 1c – Solicit bids from NADCA Certified contractors*
- Task 1d – Evaluate contractor bids and perform contractor selection*

## **TASK 2 – DUCT CLEANING SERVICES**

Pennoni is proposing to provide turnkey duct cleaning services for the main campus buildings listed below as part of reopening plans for the fall 2021 semester. The services outlined in this proposal are in coordination with using Aella Industries as our subcontractor.

We will implement a multi-tasked approach for this project. The following major tasks will be completed:

- Task 2a – Clean Mint Building Ductwork*
- Task 2b – Clean Bonnell Building Ductwork*
- Task 2c – Clean West Building Ductwork*
- Task 2d – Clean Center for Business & Industry Building Ductwork*
- Task 2e – Clean Pavilion Building Ductwork*
- Task 2f – Clean Winnet Student Life Center and Athletic Center Ductwork*

### *Task 2a – Clean Mint Building Ductwork*

A NADCA certified duct cleaning contractor will clean the Mint Building ductwork in accordance with the duct cleaning specification and bid documents for this project.

### *Task 2b – Clean Bonnell Building Ductwork*

A NADCA certified duct cleaning contractor will clean the Bonnell Building ductwork in accordance with the duct cleaning specification and bid documents for this project.

### *Task 2c – Clean West Building Ductwork*

A NADCA certified duct cleaning contractor will clean the West Building ductwork in accordance with the duct cleaning specification and bid documents for this project.

### *Task 2d – Clean Center for Business & Industry Building Ductwork*

A NADCA certified duct cleaning contractor will clean the Center for Business & Industry Building ductwork in accordance with the duct cleaning specification and bid documents for this project.

### *Task 2e – Clean Pavilion Building Ductwork*

A NADCA certified duct cleaning contractor will clean the Pavilion Building ductwork in accordance with the duct cleaning specification and bid documents for this project.

### *Task 2f – Clean Winnet Student Life Center and Athletic Center Ductwork*

A NADCA certified duct cleaning contractor will clean the Winnet Student Life Center and Athletic Center ductwork in accordance with the duct cleaning specification and bid documents for this project.

## **TASK 3 – OVERSIGHT OF DUCT CLEANING**

We will implement a multi-tasked approach for this project. The following major tasks will be completed:

*Task 3a – Background Air Monitoring*

*Task 3b – Background Air Monitoring Report*

*Task 3c – Daily Project Oversight and Air Monitoring*

*Task 3d – Project Oversight and Air Monitoring Report*

*Task 3a – Background Air Monitoring*

One of Pennoni's industrial hygienists will conduct pre-renovation air monitoring for respirable dust concentrations in each work area before duct cleaning preparation work is started. Air monitoring will be performed using a direct reading instrument such as a MIE Personal DataRAM #1000, or equivalent device. Pre-renovation monitoring results will be used as a baseline during duct cleaning activities.

*Task 3b – Background Air Monitoring Report*

Upon completion of the above scope of service, Pennoni will prepare a report documenting the results of our pre-renovation air monitoring. The background air monitoring report will include a summary of our findings as well as recommendations we may have relative to our findings and the planned renovation. The location of each reading taken will be documented in the report.

*Task 3c – Daily Project Oversight and Air Monitoring*

Pennoni will provide oversight of a National Air Duct Cleaners Association (NADCA) certified contractor to complete the proper cleaning of ductwork in the above referenced buildings. During the duct cleaning activities, Pennoni will provide a project manager and a team of industrial hygienist to conduct air monitoring in areas adjacent to the work area and within the work area. The purpose of air monitoring within the work areas is to detect respirable dust concentrations which may challenge the ability of the work area isolation procedures. Air monitoring adjacent to the work area will be performed to ensure work area isolation procedures are sufficient. A report of progress will be maintained, as well as a description of procedures employed by the contractor to address the duct contaminants. Pennoni will provide clearance visual inspections following duct cleaning work each work area in accordance with the specification documents for this project.

#### **TASK 4 – HVAC CONSTRUCTION INSPECTIONS**

Phase Understanding - It is our understanding that CCP has two ongoing HVAC related projects. One is the replacement of Air Coil units and related work as described in the 4/8/21 and 4/14/21 provided documents listed below. Secondly, repair and maintenance work as outlined in the provided 5/27/21 document. Work is being completed as part of ongoing HVAC improvements as a response to the recent Covid pandemic.

CCP has provided us with the following information.

- Final Mechanical Bid Sheets dated 4/8/2021
- Electrical Scope of Work dated 4/14/2021
- HVAC Report Work email dated 5/27/2021

We will implement a multi-tasked approach for this project. The following major tasks will be completed:

*Task 4a – Review shop drawings and product submittals.*

*Task 4b – Provide one (1) set of conformed permit documents after all required permit review comments*

*have been received.*

*Task 4c – Attend weekly job site meetings/visits during the construction phase.*

*Task 4d – Perform and issue one (1) punch list – to be conducted at substantial completion upon notification from the architect.*

*Task 4e – Coordinate with College to develop Owner’s Project Requirements for HVAC system including operating sequences which commissioning agent will test.*

*Task 4f – Engage commissioning agent to commission modified HVAC equipment.*

## **TASK 5 – AIR FLOW MEASUREMENTS**

Our proposed services in under this task will be used to determine if the ventilation system is operating adequately and providing the proper amount of air changes per hour recommended by the American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE).

We will implement a multi-tasked approach for this project. The following major tasks will be completed:

*Task 5a – Ventilation Testing*

*Task 5b – Technical Letter Report*

*Task 5a – Ventilation Testing*

A LoFlo Balometer will be used to check the amount of air (in cubic feet per minute) being discharged from the ceiling vents. The amount of air being discharged from the ceiling vents in conjunction with the air volume of the room (measured using a laser measure tape) will be used to calculate the amount of air changes per hour (ACH) in each location.

- ASHRAE recommends 2-3 ACH for offices. ACH is calculated by determining the total cubic feet per minute (CFM) out of each supply duct in a room and dividing by the total volume of the room. (ACH = CFM x 60 / (AREA x Height).

*Task 5b – Technical Letter Report*

The results of the qualitative and quantitative observations will be presented in a technical letter report. If corrective actions are warranted, Pennoni will write recommendations for further corrective actions.

## **TASK 6 – COVID REPOSE CLEANING**

Pennoni is proposing to provide a rapid response team for the purpose of cleaning and sanitizing areas impacted by persons known or suspected of having COVID-19 under this task.

We will implement a multi-tasked approach for this project. The following major tasks will be completed:

*Task 6a – Cleaning and Sanitization for COVID-19*

*Task 6b – Post Cleaning and Sanitization ATP Testing*

*Task 6a – Cleaning and Sanitization for COVID-19*

Pennoni will utilize our subcontracting partner, the 360 Group of Companies (360GOC), to provide labor, materials, and equipment as required for the cleaning, sanitization & fogging with respect to COVID Rapid

Response. Labor will include two workers required to sterilize the affected areas. This service will consist of fogging affected areas. Sanitizing and Cleaning general areas, including high touch surfaces, and restroom areas as follows; Restroom doorknobs, and handles, toilet horizontal surfaces, toilet lever/flush, faucet, sink surfaces, dispenser buttons/levers, partition handles, locks and doors, light switches, handrails, elevator buttons, kitchen area, sitting area, chamber, standing area, back rooms, hallway area, cubicles, and stairways.

*Task 6b – Post Cleaning and Sanitization ATP Testing*

When requested, Pennoni will provide an industrial hygienist to oversee and document the activities in Task 6a. Additionally, our industrial hygienist will collect post treatment ATP swabs to document the completion and effectiveness of the cleaning and sanitization.

**TASK 7 – ONGOING COVID CONSULTING**

Pennoni is proposing to provide professional industrial hygiene consulting services relative to your campus buildings. Our proposed services include reviewing existing documentation, developing plans for reopening, conducting a physical examination of buildings, providing weekly inspections/testing, and participating in team meetings.

We will implement a multi-tasked approach for this project. The following major tasks will be completed:

*Task 7a – Review Existing Documentation*

*Task 7b – Develop Plans for Reopening*

*Task 7c – Physical Inspection/Evaluation of Buildings*

*Task 7d – Participate in Team Meetings*

*Task 7e – Weekly Inspection/Testing*

*Task 7f – Asset Management Integration*

*Task 7g – Public Dashboard*

*Task 7a - Review Existing Documentation*

Our team of Certified Industrial Hygienists and Registered Environmental Health Professionals will review existing documentation already in place by CCP staff. Documents include health screening protocols, cleaning/disinfection protocols, COVID-19 Exposure Prevention, Preparedness, and Response Plan, Contract Tracing Plan, and current draft of Health Care Programs to Return to Campus. Our team will provide comments and input on the existing plans.

Pennoni will use Centers for Disease Control (CDC) and Leadership in Educational Facilities association (APPA) guidelines to review the College's current reopening plans and provide recommendations on emerging best practices.

*Task 7b – Develop Plans for Reopening*

Our team will work with CCP to identify needed plans and assist with the development of plans. These plans will only be developed as requested. Plans may include:

- Communication Approach to College Community
- Building Ingress/Egress
- Public Area Occupancy



- Food Service Areas
- Classroom Spacing/Occupancy
- Ventilation/Exhaust
- Cleaning/Disinfection
- Sports and Activities
- Nursing/Tech/Lab programs
- Environmental Review (Legionella, Mold, Water Quality)

Plans will be based on current recommendations by the Centers for Disease Control (CDC), the Occupational Health and Safety Administration (OSHA), and the Environmental Protection Agency (EPA) as well as the Commonwealth of Pennsylvania and the City of Philadelphia.

*Task 7c – Physical Inspection/Evaluation of Buildings*

When requested, members of our team will work with CCP staff to conduct walkthroughs of various spaces/buildings to determine compliance with prepared plans and/or guidelines. Our inspection will include an evaluation of physical barriers, social distancing, signage, and building ingress/egress.

*Task 7d – Participate in Team Meetings*

Pennoni will be able to participate in meetings, respond to calls, emails and meetings as needed to provide assistance in response to any concerns by the College. We will keep the team updated on current federal, state and local recommendations for cleaning response activities. Additionally, as needed we will assist with interaction and reporting with the state or Philadelphia health departments.

*Task 7e – Weekly Inspection/Testing*

Testing the efficacy of a cleaning program is known as Post Cleaning Verification (PCV). The frequency of testing is ultimately based on the client's risk tolerance. Currently there are no requirements by state or federal agencies to perform post cleaning verification. Since the current pandemic is constantly changing, it is our opinion that verification is necessary to confirm effectiveness and to protect building owners and managers. Additionally, it must be recognized that this type of cleaning may continue for many months into the future. It is likely that a weekly testing protocol is the most prudent and cost-effective testing frequency. The deliverable of testing would be a simple letter report describing the areas tested and if they were in the pass, caution, or failing ranges.

**FEES**

Pennoni will complete the scope of services in this proposal on a Time and Material basis in accordance with our 2021 Rate Schedule. We recommend an initial budgetary allowance of **\$2,446,500** based on the following tasked breakdown.

**Task 1 – Duct Cleaning Technical Specification Design and Bidding Services**

Pennoni will complete the scope of services in Task 1 on a Time and Materials basis in accordance with our 2021 Rate Schedule (attached). We recommend an initial budgetary allowance of **\$25,000**. Our overall fee will be dependent on our requested involvement.

**Task 2 – Duct Cleaning Services**

Pennoni will complete the scope of services outlined in Task 2 for the lump sum fee of **\$1,952,500** based on the following breakdown:

Task 2a – Clean Mint Building Ductwork	<b>\$341,000</b>
Task 2b – Clean Bonnell Building Ductwork	<b>\$302,500</b>
Task 2c – Clean West Building Ductwork	<b>\$291,500</b>
Task 2d – Clean Center for Business & Industry Building Ductwork	<b>\$291,500</b>
Task 2e – Clean Pavilion Building Ductwork	<b>\$159,500</b>
Task 2f – Clean Winnet Student Life Center and Athletic Center Ductwork	<b>\$291,500</b>

For Unit Rates covering unforeseen conditions that may be encountered during duct cleaning activities we recommend a budgetary allowance of **\$275,000**.

### **Task 3 – Duct Cleaning Oversight**

Pennoni will complete the scope of services in Task 3 on a Time and Material basis in accordance with our 2021 Rate Schedule (attached). We recommend an initial budgetary allowance of **\$230,000**. Our overall fee will be dependent on subcontractor project schedule and execution.

### **Task 4 – HVAC Construction Inspections**

Pennoni will complete the scope of services in Task 4 on a Time and Materials basis in accordance with our 2021 Rate Schedule (attached). We recommend an initial budgetary allowance of **\$125,000**. Our overall fee will be dependent on our requested involvement.

### **Task 5 – Air Flow Measurements**

Pennoni will complete the scope of services in Task 5 on a Time and Materials basis in accordance with our 2021 Rate Schedule (attached). We recommend an initial budgetary allowance of **\$30,000**. Our overall fee will be dependent on our requested involvement.

### **Task 6 – COVID Response Cleaning**

Pennoni will complete the scope of services outlined in Task 6 on a time and materials basis in accordance with the following breakdown. We recommend an initial budgetary allowance of **\$24,000** for this task. Our overall fee will be dependent on requested response events.

Task 6a – Cleaning and Sanitization for COVID-19	<b>\$1,600 per occurrence</b>
Task 6b – Post Cleaning and Sanitization ATP Testing	<b>\$800 per occurrence</b>

### **Task 7 – Ongoing COVID Consulting**

We will track and invoice our time for Task 7 on a Time and Materials basis in accordance with the rate schedule attached. We recommend an initial budgetary allowance of **\$60,000**. Our overall fee will be dependent on our requested involvement.

Weekly testing in Task 7e will be completed when requested and will only be completed with your approval. Testing will be completed at a rate of **\$1,500/inspection**.

### **ASSUMPTIONS/CLARIFICATIONS**

- Access to all areas within the buildings will be available on the requested time and date of site visits.
- Pennoni assumes accessed areas are free from toxic and hazardous atmospheres from asbestos and

mold. Pennoni also assumes the ability to safely access areas without exposure to human pathogens.

- Our lump sum fee for Task 2 includes a 10% markup of the selected contractor fees.
- Task 4 assumes safe access to confined spaces will be provided by the Client.
- Tasks 4a through 4d assumes Pennoni shall not, during site visits or as a result of observations of the Contractor's work in progress, supervise, direct or have control over the Contractor's work, nor shall Pennoni have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, for safety precautions and programs incident to the work of the Contractor or for any failure of the Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to the Contractor furnishing and performing their work.
- Task 4 assumes vents will be made readily accessible by Client before testing.
- Task 4 assumes all systems requiring testing are assumed to be operational on the date of testing. If systems are not operational on the date scheduled, additional fees will apply for any additional visits required or requested.
- The fee for Task 5 is based on the 360GOC team will complete the sterilization and fogging services within a four-hour time frame (or less). Hours required beyond four hours will be invoiced at \$400/hour. This rate includes two technicians, materials, and equipment.
- Our fees for Task 5 are based on normal working hour response times (7am-3:30pm). For responses outside of normal working hours a premium will be applied as follows:
  - Response between 3:30pm-10:00pm – 15% premium
  - Response between 10:00pm-7:00am – 50% premium
- Please note that actual duct cleaning oversight may vary depending on contractor schedule, duct quantities, actual time, and equipment expenses for the project.

## **SCHEDULE**

Pennoni is prepared to begin this project upon written authorization. If a Notice to Proceed is provided by July 12, 2021 we anticipate a project start date of July 13, 2021. We anticipate completion of the scope of services outlined in Task 2 by August 31, 2021 according to the following breakdown:

<b><u>Building</u></b>	<b><u>Completion Date</u></b>
Bonnell	August 15, 2021
Mint	August 15, 2021
West	August 15, 2021
Center for Business & Industry	August 15, 2021
Winnet Student Life Center	August 31, 2021
Athletic Center	August 31, 2021
Pavilion	August 31, 2021

The selected duct cleaning contractor plans to work two shifts per day (day shift and night shift) Monday through Saturday.

## **BILLING AND PAYMENT**

With the exception of services provided in Task 2, invoices will be submitted monthly and will be based upon the work completed during the billing period. Invoices for Task 2 will be submitted at the completion of services in each of the scoped buildings and will be based upon the work completed in that building. A 10% upfront payment is required for the services in Task 2. Payment is due upon receipt of invoice. The Client acknowledges that the method of billing and payment has been discussed in detail, that the terms agreed upon can only be changed by a written addendum agreed to by both parties, and that work may be stopped until payment is made in accordance with the agreement.

## **TERMS AND CONDITIONS**

Pennoni's General Terms and Conditions (Form LE01 Revised 12/2015) are attached hereto and are considered a part of this proposal. The Client indicates by the execution of this proposal that he or she has reviewed and understands the General Terms and Conditions. Services in Task 2 are dependent on the selected contractor agreeing to Pennoni's subcontractor agreement.

Thank you for the opportunity to provide these professional services. This proposal is valid for a period of 30 days. If you have any questions, or if you would like to discuss any of the above, please do not hesitate to contact us.

We look forward to working with you on this project. If you have any questions regarding this submission or require additional information, please feel free to call us.

Sincerely,

### **PENNONI ASSOCIATES INC.**



Nicolás Vázquez, CIH, CHMM  
Senior Industrial Hygienist



Alan Lloyd, CIH, CSP, ENV SP  
Vice President, EHS Practice Leader

# Billing Rates

## 2021 SCHEDULE OF FEES

Pennoni provides engineering consulting services to its clients in accordance with the terms and conditions of our contract. Pennoni's compensation will be based on the following schedule of fees and charges unless our contract specifies otherwise.

LABOR CATEGORY	RATES: \$/HOUR
Senior Principal Professional .....	\$285
Principal Professional.....	\$230
Senior Professional .....	\$196
Project Professional .....	\$182
Staff Professional .....	\$174
Associate Professional .....	\$165
Graduate Professional .....	\$142
Technician III .....	\$128
Technician II .....	\$118
Technician I .....	\$108
Survey Crew .....	\$250
Senior Field Technician .....	\$132
Field Technician .....	\$108
Laboratory Technician .....	\$ 95
Building Code Official.....	\$ 114
Project Assistant .....	\$ 82

- Add 15% to above Survey Crew rates when OSHA 40-hour training required
- Technical Support/Expert Testimony Fee provided upon request
- 3 Person Survey Crew rates for roadwork provided upon request

“Professional” includes all disciplines (Engineer, Landscape Architect, Surveyor, Geologist, etc.)

### EXPENSES:

Pennoni does not bill for routine office management or accounting services; however, direct expense charges described below are subject to an additional administrative and handling fee as indicated:

- Subconsultant/Subcontractor services: cost plus 10%
- Project Related Travel and Living Expenses: cost plus 10%
- Field Equipment, Expendable Materials/Supplies and Outside Reproduction): cost plus 10%
- Passenger Vehicles: per IRS standard rate
- Field Vehicles: \$100.00/day
- Record Retrieval: \$500.00/request plus reprographic charge
- Communication Fee: 2% of billable labor. Includes cost for non-deliverable in-house photocopies, non-express postage and telephone/fax/computer.





## PENNONI ASSOCIATES INC. GENERAL TERMS & CONDITIONS

1. Unless withdrawn sooner, proposals are valid for thirty (30) days.
2. The technical and pricing information in proposals is the confidential and proprietary property of Pennoni Associates Inc. ("Pennoni") or any Pennoni subsidiary or affiliate. Client agrees not to use or to disclose to third parties any technical or pricing information without Pennoni's written consent.
3. The agreement created by the Client's acceptance of a proposal and these Terms & Conditions is hereinafter referred to as the "Agreement." If a proposal is submitted to Client and Client fails to return a signed copy of the proposal but knowingly allows Pennoni to proceed with the services, then Client shall be deemed to have accepted the terms of the proposal and these General Terms & Conditions. If there is a conflict or inconsistency between any express term or condition in the proposal and these General Terms & Conditions, then the proposal shall take precedence. The proposal and these General Terms & Conditions constitute the entire Agreement, and supersede any previous agreement or understanding.
4. Payment is due upon receipt of invoices as submitted. If Client chooses to make any payment via major credit card, Client agrees to pay a 3% surcharge or 1.03 times the total amount invoiced. Client agrees to pay interest at the rate of 1½ percent per month on invoices that are more than 30 days past due. If an invoice is 30 or more days past due, then Pennoni may suspend services and refuse to release work on this Agreement or any other agreement between Client and Pennoni until Client has paid all amounts due. Unless Pennoni receives written notice of Client's dispute of an invoice within 30 days of the invoice date, the invoice will be presumed correct. If payment is not made in accordance with the Agreement, then Client agrees to pay reasonable costs and attorney's fees incurred by Pennoni to collect payment.
5. All drawings, sketches, specifications and other documents ("Documents") in any form, including electronic, prepared by Pennoni are instruments of Pennoni's services, and as such are and shall remain Pennoni's property. Upon payment in accordance with the Agreement, Client shall have the right to use and reproduce the Documents solely for the purposes of constructing, remediating, using or maintaining the project contemplated by the Agreement ("Project"). The Documents are prepared for use on this Project only, and are not appropriate for use on other projects, any additions or alterations of the Project, or completion of the Project by others. Client shall not use the Documents in violation of this paragraph without Pennoni's express written consent; and such use is at the Client's sole risk. Client agrees to indemnify, defend and hold harmless Pennoni from any claims, damages, losses, liabilities and expenses arising from such prohibited use.
6. The proposed fees and schedule constitute Pennoni's best estimate of the charges and time required to complete the Project. As the Project progresses, facts uncovered may dictate revisions in scope, schedule or fee. The hourly rate schedule for services provided on a time and material basis will be subject to increases annually.
7. Fee and schedule commitments will be subject to change for delays caused by Client's failure to provide specified facilities or information, or for delays caused by third parties, unpredictable occurrences or force majeure.
8. Where the method of payment is based on time and materials, Client agrees that the following will apply: The minimum time segment for charging work is one-quarter hour, except the minimum time segment for charging of field survey work is four (4) hours. Client reimbursable expenses include travel and living expenses of personnel when away from the home office on business connected with the Project; subcontractor and subconsultant costs; identifiable communications, mailing and reproduction costs; identifiable drafting and stenographic supplies; and expendable materials and supplies purchased specifically for the Project. A ten (10) percent administrative and handling charge will be added to client reimbursable expenses.
9. Client's termination of this Agreement will not be effective unless Client gives Pennoni seven (7) days prior written notice with accompanying reasons and details, and affords Pennoni an opportunity to respond. Where the method of payment is "Lump Sum," Client agrees that the final invoice will be based on services performed to the effective date of cancellation, plus an equitable adjustment to provide for costs Pennoni incurred for commitments made prior to cancellation. Where the method of payment is time and materials, Client agrees that the final invoice will include all services and direct expenses up to the effective date of cancellation plus an equitable adjustment to provide for costs Pennoni incurred for commitments made prior to cancellation.
10. Pennoni will maintain at its own expense Workman's Compensation insurance, Commercial General Liability insurance, and Professional Liability insurance.
11. Neither the Client nor Pennoni shall assign this Agreement without the written consent of the other.

12. Pennoni does not represent or warrant that any permit or approval will be issued by any governmental or regulatory body. Pennoni will endeavor to prepare applications for such permit or approval in conformance with applicable requirements; but, in view of the complexity of and the frequent changes in applicable rules and regulations and interpretations by the authorities, Pennoni cannot guarantee that any such application will be considered complete or will conform to all applicable requirements.
13. Pennoni will perform its work in accordance with generally accepted professional standards. THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED. This Agreement is solely for the benefit of the Client and its successors. There is no third-party beneficiary of this Agreement.
14. CLIENT AND PENNONI HAVE CONSIDERED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, AS WELL AS PENNONI'S TOTAL FEE FOR SERVICES. CLIENT AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, PENNONI'S TOTAL AGGREGATE LIABILITY (INCLUDING THE LIABILITY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUBCONTRACTORS AND CONSULTANTS) TO THE CLIENT (AND ANYONE CLAIMING BY, THROUGH OR UNDER THE CLIENT) FOR ANY AND ALL INJURIES, CLAIMS, LOSSES, EXPENSES OR DAMAGES ARISING OUT OF THIS AGREEMENT FROM ANY CAUSE OR CAUSES IS LIMITED TO THE TOTAL FEE RECEIVED BY PENNONI UNDER THIS AGREEMENT OR \$50,000, WHICHEVER IS GREATER. SUCH CAUSES INCLUDE, BUT ARE NOT LIMITED TO, PENNONI'S NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, OR BREACH OF CONTRACT OR WARRANTY.

IN THE EVENT THE CLIENT IS UNABLE TO ACCEPT THE ABOVE LIMITATION OF LIABILITY, PENNONI AGREES TO INCREASE THE LIMITATION TO \$1,000,000 UPON ITS RECEIPT, PRIOR TO PERFORMING ANY SERVICES, OF CLIENT'S WRITTEN AGREEMENT TO PAY AN ADDITIONAL SUM OF NOT LESS THAN 10% OF THE TOTAL FEE UNDER THIS AGREEMENT OR \$1,000, WHICHEVER IS GREATER.

15. Client shall make no claim against Pennoni unless the Client first provides a written certification, executed by an independent design professional, specifying those acts or omissions which the independent design professional contends is a violation of generally accepted professional standards and upon which the claim will be premised. The independent design professional must be licensed to practice in the state where the Project is located and in the discipline related to the claim. Client agrees that the independent design professional's certification is a condition precedent to the Client's right to institute any judicial proceeding.
16. If required under the scope of services, Pennoni shall visit the Project site to become generally familiar with the progress and quality of the work for which Pennoni prepared contract documents, and Pennoni shall not make exhaustive or continuous onsite inspections. Pennoni's services do not include supervision or direction of the contractor's work. Observation by Pennoni field representatives shall not excuse the contractor for defects or omissions in its work. Pennoni shall not control construction means, methods, techniques, sequences, or procedures, and the contractor is solely responsible for all work on the Project, including safety of all persons and property.
17. If Client does not retain Pennoni to render construction phase services, then Client waives any claim it may have against Pennoni and agrees to indemnify, defend, and hold harmless Pennoni from any loss or liability, including attorneys fees and other defense costs, arising out of or related to the interpretation of Pennoni's plans and specifications, the review of shop drawings, the evaluation of contractor's request for change orders, or the failure to detect and correct obvious errors or omissions in Pennoni's plans and specifications.
18. Unless and until a court determines that Pennoni's preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, specifications and/or Pennoni's giving or failure to give instructions is the primary cause of any damage, claim, loss or expenses, Client shall indemnify, defend and hold harmless Pennoni and its officers, employees and consultants from and against all damages, claims, losses or expenses, including reasonable attorneys fees and other costs of defense, arising out of this Agreement. In the event the Client is required to defend Pennoni under this paragraph, Pennoni shall have the right to select its attorneys.
19. Client agrees to pay reasonable expert witness fees if Pennoni or any of its employees is subpoenaed to testify as a fact or opinion witness in any court proceeding, arbitration, or mediation to which the Client is a party.
20. Unless otherwise provided in this proposal, Pennoni shall have no responsibility for the discovery, presence, handling, removal, or disposal of hazardous materials or underground structures at the Project site.
21. Client and Pennoni waive consequential damages arising out of this Agreement.
22. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.
23. Both Pennoni and Client agree to waive the right to subrogation for covered losses and each shall obtain similar waivers from Owner, subcontractors, property and casualty insurers, and any other party involved in this Project.